

FINANCE COMMITTEE AGENDA

Called by: John Butitta, Chairman
Members: Paul Arena, Joe
Hoffman, Keith McDonald, John F.
Sweeney, Christina Valdez

DATE: THURSDAY, JULY 17, 2025
TIME: IMMEDIATELY FOLLOWING THE
OPERATIONS COMMITTEE MEETING
AT 5:30 PM

LOCATION: ROOM 303
COUNTY ADMINISTRATION BLDG
404 ELM STREET
ROCKFORD, IL 61101

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of June 5, 2025 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign up at the meeting. Speakers may not address zoning matters which are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgement by the chair, please stand and state your name
- E. Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender
- F. Ordinance for a Budget Amendment for Public Defender Funding
- G. Ordinance for a Budget Amendment for CJC Elevator Rebuild
- H. Closed Session to Discuss Pending Litigation
- I. Budget Update
- J. Other Matters
- K. Adjournment

**Winnebago County Board
Finance Committee Meeting**
County Administration Building
404 Elm Street, Room 303
Rockford, IL 61101

Thursday, June 5, 2025

Immediately following the Operations & Administrative Committee Meeting

Present:

John Butitta, Chairperson
Paul Arena
Keith McDonald
John F. Sweeney

Absent:

Joe Hoffman
Christina Valdez

Others Present:

Patrick Thompson, County Administrator
Steve Schultz, Chief Financial Officer
Lafakeria Vaughn, Civil Bureau Chief, State's Attorney's Office
Chris Dornbush, Chief Operations Officer
Marlana Dokken, Director, Chairman's Office of Criminal Justice Initiatives
Valerie Hanserd, County Board Member
Debbie Jarvis, Director of Court Services, 17th Judicial Circuit
Kim Kovanda, State's Attorney's Office
Tom Lawson, Circuit Clerk
Julie McCray-Grotto, Juvenile Detention

AGENDA:

- A. Call to Order
- B. Roll Call
- C. Approval of May 15, 2025 Minutes
- D. Public Comment – This is the time we invite the public to address the Finance Committee with issues and concerns. We ask you to limit your comments to three minutes. Personal attacks or inappropriate language of any sort will not be tolerated. We will allow a maximum of five speakers on a first come basis with sign-up at the meeting. Speakers may not address zoning matters that are pending before the ZBA, the Zoning Committee or the County Board. Personnel matters or pending or threatened litigation may not be addressed in open session. An individual may speak a maximum of three times per calendar year on the same topic. This prohibition shall include the repetition of the same topic in a statement on what is purported to be a different topic. After acknowledgment by the Chairman, please stand and state your name. Thank you.
- E. Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People Who Are Involved in the Justice System
- F. Ordinance for Approval of Budget Amendment for the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade]
- G. Resolution Authorizing the County of Winnebago to Enter into An Agreement With Black Creek Integrated Systems Corp. (Sallyport) For Juvenile Detention Custody Management System
- H. Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center
- I. Ordinance for a Budget Amendment for Focused Deterrence Program Partial Alternative Funding
- J. Closed Session to Discuss Pending Litigation
- K. Resolution Authorizing Settlement of Pending Litigation (Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.)

- L. Resolution Authorizing Settlement of Pending Litigation (Tracie Foster, as Independent Administrator of the Estate of Myra Foster, deceased v. County of Winnebago d/b/a River Bluff Nursing Home et al.)
- M. Resolution Authorizing Settlement of Pending Litigation (Kelli Graham v. Winnebago County Health Department)
- N. Other Matters
- O. Adjournment

Call to Order

Chairperson Butitta called the meeting to order at 5:55 PM.

Roll Call

Chairperson Butitta yes, Mr. Arena yes, Mr. McDonald yes, Mr. Sweeney yes.

A quorum is present.

Approval of May 15, 2025 Minutes

Motion: Chairperson Butitta. Second: Mr. McDonald.

Chairperson Butitta called for discussion.

Chairperson Butitta called for a vote to approve the minutes of May 15, 2025.

The motion was passed by a unanimous voice vote.

Public Comment

Chairperson Butitta omitted reading the Public Comment Section of the Agenda due to no one present to speak.

Ordinance for a Budget Amendment for Grant Award for Addressing Co-occurring Disorders for People Who Are Involved in the Justice System

Motion: Chairperson Butitta. Second: Mr. Sweeney.

Chairperson Butitta called for discussion.

- Discussion followed.

Chairperson Butitta called for a vote to approve the ordinance.

The motion was passed by a unanimous voice vote.

Ordinance for Approval of Budget Amendment for the Black Creek (Sallyport) Agreement [Juvenile Detention Custody Management System upgrade]

Motion: Chairperson Butitta. Second: Mr. McDonald.

Chairperson Butitta called for discussion.

- Discussion followed.

Chairperson Butitta called for a vote to approve the ordinance.

The motion was passed by a unanimous voice vote.

Resolution Authorizing the County of Winnebago to Enter into An Agreement With Black Creek Integrated Systems Corp. (Sallyport) For Juvenile Detention Custody Management System

Motion: Chairperson Butitta. Second: Mr. McDonald.

Chairperson Butitta called for discussion.

- Discussion followed.

Chairperson Butitta called for a vote to approve the resolution.

The motion was passed by a unanimous voice vote.

Ordinance for a Budget Amendment for Winnebago County Community Mental Health Board Accelerator Grant Award to Juvenile Detention Center

Motion: Chairperson Butitta. Second: Mr. Arena.

Chairperson Butitta called for discussion.

- Discussion followed.

Chairperson Butitta called for a vote to approve the ordinance.

The motion was passed by a unanimous voice vote.

Ordinance for a Budget Amendment for Focused Deterrence Program Partial Alternative Funding

Motion: Chairperson Butitta. Second: Mr. Sweeney.

Chairperson Butitta called for discussion.

- Discussion followed.

Chairperson Butitta called for a vote to approve the ordinance.

The motion was passed by a unanimous voice vote.

Closed Session to Discuss Pending Litigation

Motion: Chairperson Butitta. Second: Mr. Sweeney.

The motion was passed by a unanimous voice vote.

Roll Call

Chairperson Butitta yes, Mr. Arena yes, Mr. McDonald yes, Mr. Sweeney yes.

No action was taken in the Closed Session.

Resolution Authorizing Settlement of Pending Litigation (Sarah Tehan et al. v. Winnebago County Sheriff's Department, et al.)

Motion: Chairperson Butitta. Second: Mr. Arena.

Chairperson Butitta called for a vote to approve the resolution.

The motion was passed by a unanimous voice vote.

Resolution Authorizing Settlement of Pending Litigation (Tracie Foster, as Independent Administrator of the Estate of Myra Foster, deceased v. County of Winnebago d/b/a River Bluff Nursing Home et al.)

Motion: Chairperson Butitta. Second: Mr. Arena.

Chairperson Butitta called for a vote to approve the resolution.

The motion was passed by a unanimous voice vote.

Resolution Authorizing Settlement of Pending Litigation (Kelli Graham v. Winnebago County Health Department)

Motion: Chairperson Butitta. Second: Mr. McDonald.

Chairperson Butitta called for a vote to approve the resolution.

The motion was passed by a unanimous voice vote.

Other Matters

None reported.

Adjournment

Chairperson Butitta called for a motion to adjourn the meeting.

Motion: Chairperson Butitta. Second: Mr. Sweeney.
The motion was passed by a unanimous voice vote.
The meeting was adjourned at 7:01 p.m.

Respectfully submitted,

Nancy Bleile
Executive Assistant



Resolution Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: July 17, 2025
Resolution Title: Resolution Authorizing an Increase in the Salary of the Winnebago County Public Defender
County Code: Not Applicable
Board Meeting Date: July 24, 2025

Budget Information:

Was item budgeted? Yes	Appropriation Amount: \$197,393.06
If not, explain funding source: N/A	
ORG/OBJ/Project Code: 34000-41110	Budget Impact: None

Background Information: Per IL State Statute 55 ILCS 5/3-4007, the Public Defender's salary must be at least 90% of the State's Attorney's salary. 66 2/3% of this amount will be reimbursed by the State of Illinois. In order to receive the reimbursement, the County must submit documentation of County Board action authorizing this new salary.

Recommendation: Staff concurs

Contract/Agreement: N/A

Legal Review: N/A

Follow-Up: N/A

RESOLUTION
of the
COUNTY BOARD OF THE COUNTY OF WINNEBAGO, ILLINOIS

Sponsored by: John Butitta, Committee Chairman

Submitted by: Finance Committee

2025 CR

**RESOLUTION AUTHORIZING AN INCREASE IN THE SALARY OF THE WINNEBAGO COUNTY
PUBLIC DEFENDER**

WHEREAS, the County of Winnebago is responsible for the salary of the Winnebago County Public Defender; and

WHEREAS, the salary of a county public defender is established by 55 ILCS 5/3-4007 at 90% of the compensation of the state's attorney of the county, 66 2/3% of which is to be reimbursed by the State; and

WHEREAS, the General Assembly has recently increased the salary of the Winnebago County State's Attorney necessitating an adjustment in the salary of the Winnebago County Public Defender.

NOW, THEREFORE, BE IT RESOLVED, by the County Board of the County of Winnebago, Illinois that the salary of the Winnebago County Public Defender shall be adjusted to be 90% of the current salary of the Winnebago County State's Attorney retroactive to the date the change in the State's Attorney's salary became effective.

BE IT FURTHER RESOLVED that this Resolution shall be in full force and effective immediately upon its adoption and the Clerk of the County Board is hereby authorized to prepare and deliver certified copies of this Resolution to the Chief Judge of the 17th Judicial Circuit, the Winnebago County Public Defender and the Winnebago County Finance Department.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN SWEENEY

JOHN SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Resolution was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Notice of Annual Salary Reimbursement COLA for State's Attorneys and Public Defenders



01/01

WINNEBAGO COUNTY TREASURER
404 ELM ST STE 205
ROCKFORD IL 61101-1244

June 16, 2025



Letter ID: L0956856232

Fiscal Year: 2026

Effective Date: 7/1/2025

A Cost of Living Adjustment (COLA) increase has been granted for fiscal year 2026 for the position of state's attorney and assistant state's attorney. Below is a summary of the base salary and reimbursement amounts.

Base Salary	6.1% COLA	Salary
\$206,715.95	\$12,609.67	\$219,325.62

A summary of the reimbursable amount is below. Per 55 ILCS 5/4-2001, the State of Illinois shall furnish 66 2/3% of the total annual compensation to be paid to each state's attorney in Illinois based on the salary in effect on December 31, 1988, and 100% of the increases in salary taking effect after December 31, 1988. For this reason the reimbursable amounts below may be less than the actual salary paid as provided above.

State's Attorney Salary Reimbursement

	Total Reimbursement	Monthly Reimbursement
1. State's Attorney Salary:	\$197,494.62	\$16,457.89
2. ASA - Mental Health Institution:	\$0.00	\$0.00
3. ASA - Higher Education Facility:	\$4,000.00	\$333.33
Total	\$201,494.62	\$16,791.22

Public Defender Salary Reimbursement

Our records indicate that your county has a full-time public defender. Per Illinois State statute (55 ILCS 5/3-4007), you are required to maintain a salary of at least 90% of the county's state's attorney annual salary. Your new public defender's salary should be \$197,393.06. Your new monthly public defender's reimbursement amount will be \$10,965.18. We will require a Form PTAX-451, Salary Adjustment for Supervisor of Assessments, Public Defender, or Sheriff, to be completed and filled with us for the public defender's salary increase, along with the authorizing documentation as outlined on the form.

Please provide a copy of this letter to your state's attorney. You may contact us with any questions you may have using the contact information below.

PROPERTY TAX DIVISION
ILLINOIS DEPARTMENT OF REVENUE
PO BOX 19033
SPRINGFIELD, IL 62784-9033

217 785-1356

rev.propertytax@illinois.gov



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: July 17, 2025
Ordinance Title: Ordinance for a Budget Amendment for Public Defender Funding
Board Meeting Date: August 14, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: Funding from Illinois Supreme Court	
ORG/OBJ/Project Code: 34000 (Public Defender)/various	
FY2025 Budget Impact: \$115,213	

Background Information: Public Act 103-0008 created the Public Defender Fund enabling the Illinois Supreme Court to provide counties with a population of 3,000,000 or less funding to use for public defenders and public defender services. Winnebago County received a total of \$147,213.11 for FY2025 in August 2024. Expenditure of these funds were not all included in the original budget for the public defender. This amendment will increase the public defender budget accordingly.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: July 17, 2025

Lay Over: July 24, 2025

Sponsored by:

Final Vote: August 14, 2025

John Butitta, Finance Committee Chairman

2025 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for a Budget Amendment for Public Defender Funding

WHEREAS, the Winnebago County Public Defender's Office received additional funding from the Illinois Supreme Court Public Defender Fund in the amount of \$147,213. The original FY2025 budget did not include expenditure of the full amount of these funds; and,

WHEREAS, the Winnebago County Board adopted the "Annual Budget and Appropriation Ordinance" for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, "After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting."

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-020 Public Defender Funding**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of
Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

2025
WINNEBAGO COUNTY
FINANCE COMMITTEE
REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		7/17/2025		AMENDMENT NO: 2025-020	
DEPARTMENT:		Public Defender		SUBMITTED BY: Nick Zimmerman & Finance	
FUND#:		0001-General Fund		DEPT. BUDGET NO. 34000-Public Defender	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
34000	41110		Regular Salaries	\$1,909,903	\$0	\$1,909,903	\$65,000	\$1,974,903
34000	42110		Supplies	\$9,400	\$0	\$9,400	\$25,013	\$34,413
34000	43190		Other Professional Services	\$2,200	\$0	\$2,200	\$25,200	\$27,400
Revenue								
TOTAL ADJUSTMENT:							\$115,213	
Reason budget amendment is required:								
Public Act 103-0008 created the Public Defender Fund enabling the Illinois Supreme Court to provide counties with a population of 3,000,000 or less funding to use for public defenders and public defender services. Winnebago County received a total of \$147,213.11 for FY2025 in August 2024. Expenditure of these funds were not all included in the original budget for the public defender. This amendment will increase the public defender budget accordingly.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$115,213								
Revenue Source: General Fund balance								



Ordinance Executive Summary

Prepared By: Steve Schultz
Committee: Finance Committee
Committee Date: July 17, 2025
Ordinance Title: Ordinance for a Budget Amendment for CJC Elevator Rebuild
Board Meeting Date: August 14, 2025

Budget Information:

Was item budgeted? No	Appropriation Amount: \$0
If not, explain funding source: CIP Fund Balance	
ORG/OBJ/Project Code: 82200 (CIP)/46320/C2528	
FY2025 Budget Impact: \$75,200	

Background Information: The Winnebago County Criminal Justice Center is in need of two elevator repairs located in the Jail. Both elevators are currently shutdown and loss of the elevators is impacting jail operations. Otis Elevators holds the current maintenance repair contract for these two elevators. See attached proposal (Exhibit A) for additional details and specifications on repairs.

Recommendation: Finance Department recommends approval

Contract/Agreement: Not applicable

Legal Review: Not applicable

Follow-Up: Not applicable

2025 Fiscal Year

Finance: July 17, 2025

Lay Over: July 24, 2025

Sponsored by:

Final Vote: August 14, 2025

John Butitta, Finance Committee Chairman

2025 CO

TO: THE HONORABLE BOARD MEMBERS OF THE COUNTY OF WINNEBAGO, ILLINOIS

The Winnebago County Finance Committee presents the following Ordinance amending the Annual Appropriation Ordinance for the fiscal year ending September 30, 2025 and recommends its adoption.

Ordinance for a Budget Amendment for CJC Elevator Rebuild

WHEREAS, the Winnebago County Criminal Justice Center is in need of two elevator repairs located in the Jail. Both elevators are currently shutdown and loss of the elevators is impacting jail operations. Otis Elevators holds the current maintenance repair contract for these two elevators; and,

WHEREAS, the Winnebago County Board adopted the “Annual Budget and Appropriation Ordinance” for the fiscal year ending September 30, 2025 at its September 26, 2024 meeting; and,

WHEREAS, 55ILCS 5/6-1003(2014), states, “After the adoption of the county budget, no further appropriations shall be made at any other time during such fiscal year, except as provided in this Act. Appropriations in excess of those authorized by the budget in order to meet an immediate emergency may be made at any meeting of the board by a two-thirds vote of all the members constituting such board, the vote to be taken by ayes and nays and entered on the record of the meeting.”

NOW, THEREFORE, BE IT ORDAINED, that the County Board deems that pursuant to provisions as set forth in 55ILCS 5/6-1003(2014), certain conditions have occurred in connection with the operations of the County which are deemed to be immediate emergencies; therefore, the increases detailed per the attached Request for Budget Amendment are hereby authorized for Amendment **#25-021 CJC Elevator Rebuild**.

Respectfully Submitted,
FINANCE COMMITTEE

AGREE

DISAGREE

JOHN BUTITTA, CHAIR

JOHN BUTITTA, CHAIR

PAUL ARENA

PAUL ARENA

JOE HOFFMAN

JOE HOFFMAN

KEITH McDONALD

KEITH McDONALD

JOHN F. SWEENEY

JOHN F. SWEENEY

CHRISTINA VALDEZ

CHRISTINA VALDEZ

The above and foregoing Ordinance was adopted by the County Board of the County of

Winnebago, Illinois this _____ day of _____ 2025.

ATTESTED BY:

JOSEPH CHIARELLI
CHAIRMAN OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

LORI GUMMOW
CLERK OF THE COUNTY BOARD
OF THE COUNTY OF WINNEBAGO, ILLINOIS

Otis Service and Repair Order

5/22/2025

CUSTOMER NAME

Winnebago County Justice
Center
650 W. State Street
Rockford, IL 61101

OTIS ELEVATOR COMPANY

3202 PROGRESS ROAD
MADISON, WI 53716

OTIS CONTACT

Kelley Rossella
Phone:
Email: Kelley.Rossella@otis.com

PROJECT LOCATION

WINNEBAGO COUNTY JUSTICE
650 W STATE ST
ROCKFORD, IL 61102-2201

PROPOSAL NUMBER

QTE-002179536

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
729181	ELV 3
729184	ELV 6

SCOPE OF WORK**DRIVE - REPAIR/ REBUILD DRIVE**

The existing drive will be rebuilt or repaired.

Repairs Relating to Rebuilt Component(s) Clarifications:

- 1) The component detailed in this proposal is obsolete, and an upgrade or new replacement is not commercially available.
- 2) The proposal amount listed herein solely covers a repair attempt of the existing component.
- 3) There is no guarantee that the initial repair attempt will fix broken component(s).
- 4) Labor and shipping costs for additional repair attempts are not included in this proposal amount.
- 5) Notwithstanding anything else to the contrary in this proposal including the "TERMS AND CONDITIONS" regarding warranty for this product, if any, there is no warranty (express nor implied), or guarantee of results, whatsoever regarding the subject components.
- 6) Extended downtime should be expected.

GEN2 OBSOLETE MACHINE REPLACEMENT

Otis to furnish and install a new Gen2 machine to replace the obsolete Gen2 5T Non-Regen machine. Proposed price assumes a running elevator. If the upgrade is not performed pro-actively this can dramatically increase the labor needed to perform the repair. Permitting cost not included in proposed price.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

PRICE

\$75,200.00

Seventy-five thousand two hundred dollars

This price is based on a **fifty** percent **(50%) downpayment** in the amount of \$37,600.00.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Amount	Price Adjustment Percentage	Authorization (Initial)
25%	+ 5%	
100%	- 5 %	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: Nathan Cable

TITLE: Mechanic

Accepted in Duplicate

Winnebago County Justice Center

Otis Elevator Company

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Jillian Langer

Title: _____

Title: Sr Manager & GM - Milwaukee & Madison

Email: _____

Email: _____

Company Name: Winnebago County Justice Center

☐ Principal, Owner or Authorized Representative of Principal or Owner

☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of Fifty percent (50.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND

THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

2025
WINNEBAGO COUNTY
 FINANCE COMMITTEE
 REQUEST FOR BUDGET AMENDMENT

DATE SUBMITTED:		7/17/2025		AMENDMENT NO: 2025-021	
DEPARTMENT:		CIP		SUBMITTED BY: Finance	
FUND#:		0743-CIP Fund		DEPT. BUDGET NO. 82200-CIP	

Department Org Number	Object (Account) Number	Project Number	Object (Account) Description	Adopted Budget	Amendments Previously Approved	Revised Approved Budget	Increase (Decrease)	Revised Budget after Approved Budget Amendment
Expenditures								
82200	46320	C2528	Building Improvements	\$0	\$0	\$0	\$75,200	\$75,200
Revenue								
TOTAL ADJUSTMENT:							\$75,200	
Reason budget amendment is required:								
The Winnebago County Criminal Justice Center is in need of two elevator repairs located in the Jail. Both elevators are currently shutdown and loss of the elevators is impacting jail operations. Otis Elevators holds the current maintenance repair contract for these two elevators. See attached proposal (Exhibit A) for additional details and specifications on repairs.								
Potential alternatives to budget amendment:								
None								
Impact to fiscal year 2025 budget: \$75,200								
Revenue Source: General Fund balance								

**Closed Session
To Discuss
Pending
Litigation**

Budget Update